

PREPARED FOR:
 PROMONTORY GROUP and DAVID J STOEPELWERTH
 15000 SHILOH DRIVE
 INDIANAPOLIS, INDIANA 46238
 PHONE: (317) 823-8428

1, the undersigned Registered Land Surveyor hereby certify that the included plot correctly represents a subdivision of a part of the East Half of the Southwest Quarter of Section 16, Township 19 North, Range 4 East located in Noblesville Township, Hamilton County, Indiana, being more particularly described as follows:

PINE KNOLL, SECTION 5

Commencing at the Southeast corner of said Half Quarter Section; thence South 89 degrees 55 minutes 23 seconds West (assumed bearing) along the South line of said Half Quarter Section 564.48 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 55 minutes 23 seconds West along said South line 789.68 feet to the Southwest corner of said Half Quarter Section; thence North 01 degrees 18 minutes 04 seconds East along the West line of said Half Quarter Section 1435.94 feet to a point on a curve concave southwesterly, the radius point of said curve being South 00 degrees 17 minutes 20 seconds East 250.00 feet from said point; thence easterly and southerly along said curve 199.43 feet to a point on said curve, the radius point of said curve being South 45 degrees 25 minutes 04 seconds West 250.00 feet from said point; thence South 44 degrees 34 minutes 56 seconds East 63.01 feet; thence North 89 degrees 55 minutes 23 seconds East parallel with the South line of said Half Quarter Section 395.81 feet; thence South 00 degrees 04 minutes 37 seconds East 170.93 feet; thence North 89 degrees 55 minutes 23 seconds East 33.47 feet; thence South 00 degrees 04 minutes 37 seconds East 124.47 feet; thence North 89 degrees 57 minutes 13 seconds East 97.60 feet; thence South 00 degrees 00 minutes 57 seconds East 124.52 feet; thence South 89 degrees 59 minutes 03 seconds West 42.73 feet; thence South 00 degrees 04 minutes 02 seconds West 789.40 feet; thence South 89 degrees 55 minutes 58 seconds East 30.00 feet; thence South 00 degrees 04 minutes 02 seconds West 126.42 feet to the place of beginning containing 22.041 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 51 lots numbered (234-285, 268-286) both inclusive. The size of lots and widths of the streets are shown in feet and decimal parts thereof.

Witness my signature this 3rd day of DECEMBER, 1996.

METES/16825PKS
 Rev. 2/7/96
 GBR(R) SCS(F)

Curtis C. Huff
 Registered Land Surveyor
 No. S0348



1, Curtis C. Huff, a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on 12-13-1996 that all the monuments shown are to be set, and that the location, size, type and material of said monuments are accurate.

Curtis C. Huff
 Registered Land Surveyor
 No. S0348



This subdivision shall be known and designated as Pine Knoll, Section 5, a subdivision in Hamilton County, Indiana. All streets shown and not herein dedicated, are hereby dedicated to the public.

The plat is subject to the provisions of any and all applicable ordinances and provisions of the City of Noblesville, Indiana and any and all applicable ordinances and provisions of the State of Indiana and any and all applicable ordinances and provisions of the United States of America and any and all applicable ordinances and provisions of the City of Noblesville, Indiana and any and all applicable ordinances and provisions of the State of Indiana and any and all applicable ordinances and provisions of the United States of America and any and all applicable ordinances and provisions of the City of Noblesville, Indiana and any and all applicable ordinances and provisions of the State of Indiana and any and all applicable ordinances and provisions of the United States of America and any and all applicable ordinances and provisions of the City of Noblesville, Indiana and any and all applicable ordinances and provisions of the State of Indiana and any and all applicable ordinances and 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Plat 1 Side 746

9609652508
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 12-13-1996 At 01:31 pm.
PLAT 33.00

No animals, livestock or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.

It is further understood and agreed that pursuant to IC 36-8-22-1, that as part of the consideration running to the City of Noblesville, the developer herein irrevocably releases the right and the right of its successors in title to remonstrate against pending or future annexation to the City of Noblesville. The right to enforce the within restrictions, limitations and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Such provisions shall be and continue in full force and effect for a period of Twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signature on behalf of the Developer this 3rd day of December, 1996.

Owner
Promontory Group Inc.
By: Paul Rube Paul Rube, President
David Stoappelwerth
David Stoappelwerth

STATE OF INDIANA
COUNTY OF HAMILTON }
SS:

Before me, a Notary Public in and for said County and State, personally appeared David J Stoappelwerth and Paul Hulse President of Promontory Group, Inc. who acknowledging the execution of foregoing Declaration of Covenants and Restrictions as such President acting for and on the behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my signature and Notarial Seal this 3rd day of December, 1996.

Signature: Mark A. Webb
Print Name: MARK A. WEBB



County of Residence: HAMILTON
My commission expires: 12/12/99
00045223

COVENANTS AND RESTRICTIONS FOR PINE KNOLL, SECTION 5
DAVID J. STEFFELWEETH AND

Promontary Corp Inc., of Marion County, in the State of Indiana, being the owners of record of all the above described tract of land, hereby lay off, plat and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as Pine Knoll, Section 5 a subdivision in Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Twelve hundred (1200) square feet in the case of a one-story structure, nor less than seven hundred fifty (750) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of Fifteen hundred (1500) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement only, garage or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to any side lot line than 9 feet with a combined aggregate of 18 feet.

No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the underside of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street. No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as easements for use of city or county in which the subdivision is located, owners in this subdivision, and public utility companies including cable TV companies, for the installation, use, maintenance, repair and removal of sewers, water mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

No campers, trailers, boats or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision, the users of any street in this subdivision.

All lot owners shall be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

Easement Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place such as sewer pipes, manholes, castings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City shall have access rights over and across said easements. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

In order to provide for the continued maintenance of certain drainage structures located within the subdivision, there is hereby created the "Pine Knoll Common Property Maintenance Committee". The Committee shall be composed of the undersigned owners of the herein described real estate or by their duly authorized representatives for so long as the undersigned owners retain title to one or more lots within the subdivision. Hereafter, the Committee shall be composed of three (3) persons who are each owners of One (1) or more lots within the subdivision. Such election shall take place between January 1st and January 15th of each calendar year with the Committee members taking office on February 1st of each year. The Pine Knoll Common Property Maintenance Committee shall make an annual assessment against each lot within the subdivision, the amount of the assessment to be determined by the Committee, for the purpose of creating a fund which may be utilized to finance the repair, replacement and maintenance of any of the common properties or facilities within the subdivision. The undersigned owners hereby retain for the Committee the right to impose a lien against any lot to secure the payment of any and all assessments made. The fund created by this provision shall be solely dedicated to the maintenance, repair or replacement of common properties or improvements within the subdivision and shall be utilized for no other purpose.